		-
Fill in this information to iden	tify your case:	
United States Bankruptcy Court	for the:	
NORTHERN DISTRICT OF TEX	XAS	
Case number (if known)	Chapter	11
		☐ Check if this an amended filing
more space is needed, attac	ion for Non-Individuals F h a separate sheet to this form. On the top of any a , a separate document, Instructions for Bankrupto	additional pages, write the debtor's name and the case number (if
1. Debtor's name	Red River Waste Solutions, LP	
2. All other names debtor used in the last 8 years		
Include any assumed names, trade names and doing business as names		
B. Debtor's federal Employer Identification Number (EIN)	30-0778719	
. Debtor's address	Principal place of business	Mailing address, if different from principal place of business
	4004 East Hwy 290 West	
	Dripping Springs, TX 78620 Number, Street, City, State & ZIP Code	P.O. Box, Number, Street, City, State & ZIP Code
	Havs	Location of principal assets, if different from principal
	County	place of business
		See Rider 1 Number, Street, City, State & ZIP Code
5. Debtor's website (URL)	www.rrws.com	
6. Type of debtor	☐ Corporation (including Limited Liability Compar	ny (LLC) and Limited Liability Partnership (LLP))

■ Partnership (excluding LLP)

☐ Other. Specify:

Debi	tor Red River Waste Solu	utions, LP		Case number (if known)	
	Name				
7.	Describe debtor's business	 ☐ Health Care Busine ☐ Single Asset Real E ☐ Railroad (as defined ☐ Stockbroker (as def ☐ Commodity Broker 	ss (as defined in 11 U.S.C. § 101 state (as defined in 11 U.S.C. § 1 d in 11 U.S.C. § 101(44)) ined in 11 U.S.C. § 101(53A)) (as defined in 11 U.S.C. § 781(3)) defined in 11 U.S.C. § 781(3))	01(51B))	
		B. Check all that apply			
		_	s described in 26 U.S.C. §501)		
		. , ,	3 ,	I investment vehicle (as defined in	15 U.S.C. §80a-3)
		☐ Investment advisor	(as defined in 15 U.S.C. §80b-2(a	a)(11))	
			can Industry Classification Syster ourts.gov/four-digit-national-assoc	n) 4-digit code that best describes iation-naics-codes.	debtor.
8.	Under which chapter of the Bankruptcy Code is the debtor filing?	Check one: Chapter 7 Chapter 9			
	A debtor who is a "small	Chapter 11. Check	all that apply:		
	business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a		noncontingent liquidated debts \$2,725,625. If this sub-box is se	debtor as defined in 11 U.S.C. § 10 (excluding debts owed to insiders elected, attach the most recent balat, and federal income tax return or I U.S.C. § 1116(1)(B).	or affiliates) are less than ance sheet, statement of
	"small business debtor") must check the second sub-box.		debts (excluding debts owed to proceed under Subchapter V balance sheet, statement of op	ed in 11 U.S.C. § 1182(1), its aggre i insiders or affiliates) are less than of Chapter 11. If this sub-box is s erations, cash-flow statement, and exist, follow the procedure in 11 U	\$7,500,000, and it chooses to elected, attach the most recent federal income tax return, or if
			A plan is being filed with this pe	etition.	
			Acceptances of the plan were s accordance with 11 U.S.C. § 11	solicited prepetition from one or mo 126(b).	re classes of creditors, in
			Exchange Commission accordi	eriodic reports (for example, 10K ar ng to § 13 or 15(d) of the Securitie <i>n for Non-Individuals Filing for Ban</i> orm.	s Exchange Act of 1934. File the
			The debtor is a shell company	as defined in the Securities Exchar	nge Act of 1934 Rule 12b-2.
		☐ Chapter 12			
9.	Were prior bankruptcy cases filed by or against the debtor within the last 8 years?	■ No. □ Yes.			
	If more than 2 cases, attach a separate list.	District	When	Case numl	ber
		District	When	Case numl	ber

Debt	or Red River Waste S	olutions, LP		Case number (if know	m)
	Name				
10.	Are any bankruptcy cases pending or being filed by business partner or an affiliate of the debtor?				
	List all cases. If more than 1	I			
	attach a separate list	De	ebtor	140	Relationship
		Dis	strict	When	Case number, if known
11.	Why is the case filed in this district?	Check all that	apply:		
	and alcaret.		· •	ipal place of business, or principal assets or for a longer part of such 180 days tha	, ,
			•	btor's affiliate, general partner, or partner	·
		□ A Daliki	upicy case concerning de	btol 3 allillate, general partier, or partier	ship is perioding in this district.
12.	Does the debtor own or have possession of any	■ No			
	real property or personal	☐ Yes. Ans	wer below for each proper	ty that needs immediate attention. Attach	n additional sheets if needed.
	property that needs immediate attention?	Why	y does the property need	I immediate attention? (Check all that a	apply.)
		□ I:	t poses or is alleged to pos	se a threat of imminent and identifiable h	azard to public health or safety.
		V	Vhat is the hazard?		
		□ I	t needs to be physically se	ecured or protected from the weather.	
				ls or assets that could quickly deteriorate meat, dairy, produce, or securities-relate	or lose value without attention (for example, d assets or other options).
		_	Other	, ,,,	• ,
		Whe	ere is the property?		
				Number, Street, City, State & ZIP Code	e
			ne property insured?		
			Yes. Insurance agency Contact name		
			Phone		
	Statistical and admin	istrative inform	nation		
13.	Debtor's estimation of available funds	. Check			
		_		stribution to unsecured creditors.	
		☐ Afte	er any administrative expe	nses are paid, no funds will be available	to unsecured creditors.
14.		□ 1-49		1 ,000-5,000	2 5,001-50,000
	creditors	☐ 50-99		□ 5001-10,000 □ 40,001,05,000	□ 50,001-100,000
		□ 100-199 ■ 200-999		□ 10,001-25,000	☐ More than100,000
15.	Estimated Assets	□ \$0 - \$50,00		☐ \$1,000,001 - \$10 million	☐ \$500,000,001 - \$1 billion
		□ \$50,001 - \$ □ \$100,001 -		\$10,000,001 - \$50 million	☐ \$1,000,000,001 - \$10 billion ☐ \$10,000,000,001 - \$50 billion
		□ \$100,001 - □ \$500,001 -		☐ \$50,000,001 - \$100 million ☐ \$100,000,001 - \$500 million	☐ More than \$50 billion
				. ,, ,	
16.	Estimated liabilities	□ \$0 - \$50,00	00	□ \$1,000,001 - \$10 million	□ \$500,000,001 - \$1 billion

btor	Red River Waste Solutions, LP	Case number (if known)	
	□ \$50,001 - \$100,000 □ \$100,001 - \$500,000 □ \$500,001 - \$1 million	□ \$10,000,001 - \$50 million ■ \$50,000,001 - \$100 million □ \$100,000,001 - \$500 million	☐ \$1,000,000,001 - \$10 billion ☐ \$10,000,000,001 - \$50 billion ☐ More than \$50 billion

ebtor	Red River Waste S	olutions, LP	Case number (if known)			
	Name					
	Request for Relief, Declaration, and Signatures					
/ARNIN		s a serious crime. Making a false statement in o p to 20 years, or both. 18 U.S.C. §§ 152, 1341	connection with a bankruptcy case can result in fines up to \$500,000 or 1, 1519, and 3571.			
of au	ration and signature thorized sentative of debtor	·	h the chapter of title 11, United States Code, specified in this petition.			
		I have been authorized to file this petition on	behalf of the debtor.			
		I have examined the information in this petition	on and have a reasonable belief that the information is true and correct.			
		I declare under penalty of perjury that the for	regoing is true and correct.			
		Executed on October 14, 2021 MM / DD / YYYY	_			
	X	/s/ James Calandra	James Calandra			
		Signature of authorized representative of deb	btor Printed name			
		Title Chief Restructuring Officer				
8. Signa	ature of attorney X	/s/ Marcus A. Helt	Date October 14, 2021			
		Signature of attorney for debtor	MM / DD / YYYY			
		Marcus A. Helt Printed name				
		McDermott Will & Emery LLP				
		Firm name				
		2501 North Harwood Street Suite 1900				
		Dallas, TX 75201 Number, Street, City, State & ZIP Code				
		Contact phone 214-210-2821	Email address mhelt@mwe.com			
		24052187 TX				
		Bar number and State				

Rider 1 to Red River Waste Solutions, LP Petition

Location of Principal Assets, if Different from Principal Place of Business

Location	Address
Corporate	4004 E US Hwy 290
_	Dripping Springs, TX 78620
Del Rio	1020 Virginia Ave
	Del Rio, TX 78840
Fort Wayne	5252 Old Maumee Road
-	Fort Wayne, IN 46803
Ft. Knox	Landfill at 9374 Baker Road
	Fort Knox, KY 40121
Hardin County	11 East Quarry Ridge Court
-	Elizabethtown, KY 42701
Huntsville	253 Royal Dr.
	Madison, AL 35758
Nashville	3108 Brandau Rd.
	Hermitage, TN 37076
Union City	1601 N. Hwy 51 South
-	Union City, TN 38261

RED RIVER WASTE SOLUTIONS, LP

WRITTEN CONSENT TO ACTION IN LIEU OF SPECIAL MEETING OF RED RIVER WASTE SOLUTIONS GP, LLC

October 7, 2021

The undersigned, being all members of the board of managers of Red River Waste Solutions GP, LLC, a Texas limited liability company, the general partner (the "Board") of Red River Waste Solutions, LP, a Texas limited partnership (the "Partnership"), do hereby consent to, adopt, and approve, in accordance with the organizational documents of the Board and applicable state laws, the following action taken without a meeting, this written consent to have the same effect as if the action was approved at a duly called meeting of the Board.

WHEREAS, the Board has considered the Partnership's assets, liabilities, and liquidity, the strategic alternatives available to the Partnership, and the impact of the foregoing on the Partnership's business, and determined that it is desirable and in the best interests of the Partnership, its creditors, and other interested parties that a petition be filed by the Partnership (the "Chapter 11 Case") in a United States Bankruptcy Court, including the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"), under the provisions of chapter 11 ("Chapter 11") of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") and any other petition for relief or recognition or other order that may be desirable under applicable law in the United States.

NOW, THEREFORE, the undersigned hereby (i) waive any required notice of a meeting, (ii) waive any necessity of holding a meeting, and (iii) approve of, consent to, and authorize in all respects the following action:

IT IS RESOLVED, that any officer, manager, director, member or any other duly appointed person acting at the direction of the foregoing appointed representative of the Partnership, (collectively, the "Authorized Signatories" and each an "Authorized Signatory"), acting alone or with one or more Authorized Signatories be, and each hereby is, authorized, empowered, and directed to execute and file on behalf of the Partnership all petitions, schedules, lists, and other motions, objections, replies, applications, papers, or documents as necessary or advisable to commence the Chapter 11 Case and obtain chapter 11 relief, and to take any and all action that they deem necessary and proper to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of the Partnership's business; and be it

RESOLVED FURTHER, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ the law firm of McDermott Will & Emery, 2501 North Harwood Street, Suite 1900, Dallas, Texas 75201 ("McDermott") as general bankruptcy counsel to represent and assist the Partnership in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law (including, but not limited to, filing any pleadings and responses); and in connection therewith, each of the Authorized Signatories be, and hereby is

authorized, empowered, and directed to execute appropriate retention agreements and to cause to be filed appropriate applications for authority to reach such service; and be it

RESOLVED FURTHER, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ CRS Capstone Partners LLC, 500 N. Akard Street, Suite 2350, Dallas, Texas 75201 ("Capstone") as restructuring advisor and James Calandra ("Calandra") as Chief Restructuring Officer ("CRO") to represent and assist the Partnership in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law, and to take any and all actions to advance the Partnership's rights and obligations; and in connection therewith, each of the Authorized Signatories be, and hereby is authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to reach such service; and be it

RESOLVED FURTHER, that each of the Authorized Signatories be, and they hereby are, authorized and directed to employ Bankruptcy Management Solutions, Inc. d/b/a Stretto ("Stretto") as (i) claims and noticing agent, and (ii) administrative agent to represent and assist the Partnership in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law; and in connection therewith, each of the Authorized Signatories be, and hereby is authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to reach such service; and be it

RESOLVED FURTHER, that each the Authorized Signatories be, and they hereby are, authorized and directed to employ and retain such further legal counsels, accountants, financial advisors, restructuring advisors, or other professionals the Authorized Signatories deem necessary or appropriate, or advisable; each to represent and assist the Partnership in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and applicable law; and in connection therewith, each of the Authorized Signatories be, and hereby is authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to reach such service; and be it

RESOLVED FURTHER, that the Partnership, as a debtor and debtor-in-possession under chapter 11 of the Bankruptcy Code, shall be and hereby is authorized to: (i) borrow and receive funds from and undertake any and all related transactions contemplated thereby (collectively, the "<u>Financing Transactions</u>") and negotiate, execute, and deliver agreements, including without limitation, the debtor-in-possession financing agreement, with any party, including existing lenders and sureties, and on such terms as may be approved by any one of the Authorized Signatories, as reasonably necessary for continuing conduct of affairs of the Partnership, and (ii) pay related fees and grant security interests in and lien on some, all, or substantially all of the Partnership's assets, as may be deemed necessary; and be it

RESOLVED FURTHER, that each of the Authorized Signatories, or any one of them, be, and each hereby is, authorized and empowered, with full power of delegation, for and in the name of, and on behalf of, the Partnership, as a debtor and debtor-in-possession, to take such actions and execute and deliver such agreements, notes, guaranties, reaffirmations, certificates,

instruments, notices, and any and all other documents as may be deemed necessary or appropriate to facilitate or consummate the Financing Transactions; and be it

RESOLVED FURTHER, that each of the Authorized Signatories, or any one of them, be, and each hereby is, authorized and empowered, with full power of delegation, for and in the name of, and on behalf of, the Partnership to amend, supplement, or otherwise modify from time to time, the terms of any documents, certificates, instruments, agreements, or other writings referred to in the foregoing resolutions; and be it

RESOLVED FURTHER, that in addition to the specific authorizations heretofore conferred upon the Authorized Signatories, each of the Authorized Signatories (and their designees and delegates) be, and they hereby are, authorized and empowered, in the name of and on behalf of the Partnership, to take or cause to be taken any and all such other and further action to: execute, acknowledge, deliver, and file any and all such agreements, certificates, instruments, and other documents; and pay all expenses, including but not limited to filing fees, as in such Authorized Signatory's judgment, shall be necessary, advisable, or desirable to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; and be it

RESOLVED FURTHER, that each of the Authorized Signatories (and their designees and delegates) be, and they hereby are, authorized and empowered to take all actions or to not take any action in the name of the Partnership with respect to the act, actions, and transactions contemplated by these resolutions hereunder, as such Authorized Signatory shall deem necessary or desirable in such Authorized Signatory's reasonable business judgment as may be necessary or convenient to effectuate the purposes of the act, actions, and transactions contemplated herein; and be it

RESOLVED FURTHER, that the Board has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the organizational documents, or hereby waive any right to have received such notice; and be it

RESOLVED FURTHER, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Partnership, which would have been approved by the foregoing resolutions except that such acts, actions, and transactions were taken before the adoption of these resolutions, are hereby in all respects approved and ratified as the true acts, actions, and transactions of the Partnership with the same force and effect as if such acts, actions, and transactions, has been specifically authorized in advance by resolution of the Board;

The undersigned agree that this Consent to Action in Lieu of Meeting shall be added to the corporate records of the Board and the Partnership, and made a part thereof. This Consent to Action in Lieu of Meeting may be executed in two or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and electronic, digitally reproduced, and facsimile signatures will be effective as originals.

IN WITNESS WHEREOF, the undersigned have caused this Consent to Action In Lieu of Meeting of the Board to be executed intending it to be inserted in the records of the Partnership and to become effective as of October 7, 2021.

General Pertner
RED RIVER WASTE SOLUTIONS GP, LLC

James A. Smith, Manager

By: Woldon Canes Smith Weldon James Smith, Manager

Fill in this information to identify the case:	
Debtor name Red River Waste Solutions, LP	
United States Bankruptcy Court for the: NORTHERN DISTRICT OF TEXAS	
Case number (if known)	☐ Check if this is an amended filing
Official Form 202 Declaration Under Penalty of Perjury for Non-Individu	al Debtors 12/15
An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partne form for the schedules of assets and liabilities, any other document that requires a declaration that is not in amendments of those documents. This form must state the individual's position or relationship to the debt and the date. Bankruptcy Rules 1008 and 9011.	ncluded in the document, and any
WARNING Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtain connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or 1519, and 3571.	
Declaration and signature	
I am the president, another officer, or an authorized agent of the corporation; a member or an authorized age individual serving as a representative of the debtor in this case.	ent of the partnership; or another
I have examined the information in the documents checked below and I have a reasonable belief that the info	ormation is true and correct:

☐ Schedule A/B: Assets–Real and Personal Property (Official Form 206A/B)

- Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
- ☐ Schedule H: Codebtors (Official Form 206H)
- ☐ Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
- ☐ Amended Schedule
 - Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
- ☐Other document that requires a declaration

I declare under penalty of perjury that the foregoing is true and correct.

Executed on

October 14, 2021

X /s/ James Calandra

Signature of individual signing on behalf of debtor

James Calandra

Printed name

Chief Restructuring Officer

Position or relationship to debtor

Official Form 202

Fill in this information to identify the case:						
Debtor name Red River Waste Solutions, LP						
United States Bankruptcy Court for the: Northern District of Texas (State)						
Case number (If known):						

Check				
amend	e	d filir	ng	

12/15

Official Form 204

Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 20 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	e claim is	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Toter LLC 841 Meacham Road Statesville Statesville, NC 28677	Attn: CEO or General Counsel P: 704-501-8203 F: 704-878-0734 toter@toter.com	Trade Claim				\$704,119.82
2	Premier Truck Sales and Rentals, Inc 7700 Wall Street Cleveland, OH 44125	Attn: Joey Lojek P: 800-825-1255 F: 216-901-8006 joeyl@premiertrucksales.com	Trade Claim				\$195,612.88
3	Arthur J Gallagher RMS 615 East Britton Rd Oklahoma City, OK 73314	Attn: Ray Iardella P: 270-442-3556	Trade Claim				\$149,596.23
4	Purcell Tire and Service Center 3460 Wayne Sullivan Dr. Paduccah, KY 42002-3127	Attn: Austin Hays P: 270-442-3556 store36@purcelltire.com	Trade Claim				\$119,582.13
5	Pearl Hollow Landfill 1620 Audubon Trace Elizabethtown, KY 42701	Attn: Stephanie Givens P: 270-506-1062 F: 270-982-8590 sgivens@hcky.org	Trade Claim				\$117,232.79
6	Pico Propane Operating, LLC 1826 N Loop 1604 W #325 San Antonio, TX 78248	Attn: CEO or General Counsel P: 830-775-7581	Trade Claim				\$113,636.81
7	Chapman and Cutler LLP 111 W Monroe St Chicago, IL 60694	Attn: CEO or General Counsel P: 312-845-3000 F: 312-701-2361	Professional Services				\$90,709.4
8	Del Rio Towing and Wrecker 4204 East Hwy 90 Del Rio, TX 78840	Attn: CEO or General Counsel P: 830-774-4324	Trade Claim				\$89,412.19

Debtor

Red River Waste Solutions, LP

Case number (ifknown)_____

Name

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	email address of creditor (for example, trade c		Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
			,		Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Shrader Tire & Oil, Inc 2045 Sylvania Ave. Toledo, OH 43613	Attn: Joe Shrader P: 412-472-2128 customer.service@shrader.biz	Trade Claim				\$79,873.51
10	Gregory Container, Inc 2512 Henry Ladyn Dr Ft. Madison, IA 52627	Attn: CEO or General Counsel P: 667-727-1350; 319463-7700 F: 319-463-7643 containersales@gregorydm.com	Trade Claim				\$74,800.00
11	BDO USA LLP 600 North Pearl Street Suite 1700 Dallas, TX 75201	Attn: Kristi Gibson P: 214-969-7007 F: 214-953-0722 kgibson@bdo.com	Professional Services				\$73,640.40
12	Express Service PO Box 535434 Atlanta, GA 30353-5434	Attn: CEO or General Counsel P: 260-470-9300	Trade Claim				\$67,058.94
13	PO Box 67/9/3 Dallas, TX 75267-7973	Attn: CEO or General Counsel P: 731-885-1941	Trade Claim				\$60,254.75
14	Central Indiana Truck Equipment Corp. 2128 South Harding Street Indianapolis, IN 46221	Attn: CEO or General Counsel P: 317-639-4207	Trade Claim				\$60,211.87
15	McHanon Truck Centers PO Box 2208 Decatur, AL 35609-2208	Attn: CEO or General Counsel fschmidt@mcmahonlease.com	Trade Claim				\$55,893.83
16	Nelson Mullins Riley & Scarborough LLP 1320 Main Street, 17th Floor Columbia, SC 29201	Attn: Sally H. Caver P: 803-799-2000 F: 803-256-7500 sally.caver@nelsonmullins.com	Professional Services				\$51,104.29
17	Best One Tire Center Etown 211 Valley Creek Road Elizabethtown, KY 42701	Attn: CEO or General Counsel P: 270-737-5089 F: 270-769-0517 tfetch@bestone.tires	Trade Claim				\$47,286.21
18	Hall Stategies, Inc 618 Church Street Nasvhille, TN 37219	Attn: Joe Hall P: 615-242-8856 info@hallstrategies.com	Trade Claim				\$46,100.00
19	Otto Environmental Systems NA, Inc 12700 General Dr Charlotte, NC 28273	Attn: CEO or General Counsel P: 800-227-5885 info@otto-usa.com	Trade Claim				\$40,058.32
20	Clarke Power Services, Inc 3133 E. Kemper Rd. Cincinnati, OH 45241	Attn: CEO or General Counsel P: 513-771-2200	Trade Claim				\$39,933.46

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
21	Diesel Maintenance Services 3723 US 90 Del Rio Del Rio, TX 78840	Attn: CEO or General Counsel P: 830-309-7253	Trade Claim				\$37,165.00
22	Ogletree Deakins Nash Smoak & Stewart First Base Building 2142 Boyce Street, Suite 401 Columbia, SC 29201	Attn: Katherine Dudley Helms katherine.helms@ogletree.com	Professional Services				\$35,742.42
23	McKenzie Transfer Station S139 PO Box 677839 Dallas, TX 75267-7839	Attn: CEO or General Counsel P: 270-251-6011	Trade Claim				\$34,847.57
24	Dorsey & Whitney LLP 50 South Sixth Street Suite 1500 Minneapolis, MN 55402-1498	Attn: CEO or General Counsel P: 612-340-2600 F: 612-340-2868	Professional Services				\$31,375.45
25	Deductible Recovery Group PO Box 6068-16 Hermitage, PA 16148-1068	Attn: CEO or General Counsel	Trade Claim				\$30,538.54
26	Blusky Restoration Contractors, LLC 9110 E Nichols Ave., Suite 180 Centennial, CO 80112	Attn: Kent Stemper P: 303-789-4258 F: 303-789-4759	Trade Claim				\$30,089.21
27	Big Rigs Inc. 5522 Thompson Rd Fort Wayne, IN 46816	Attn: Tom R. Hardinger P: 260-797-4290 bigrigsinc@gmail.com	Trade Claim				\$29,726.00
28	River City Hydraulics, Inc. 122 Magnet Dr Sherwood, AR 72120	Attn: Harry Long P: 501-835-5230 info@rivercityhyd.com	Trade Claim				\$29,423.39
29	C2R, Inc. 12007 Lake Mead Ln Humble, TX 77346-1535	Attn: Charles Reich P: 713-724-0255 info@c2rco.com	Trade Claim				\$28,033.00
30	Cadena Diesel Solution 134 West Dr. Del Rio, TX 78840	Attn: CEO or General Counsel P: 830-719-6158	Trade Claim				\$27,468.25

Marcus A. Helt (Texas Bar #24052187) Jane A. Gerber (Texas Bar #24092416) MCDERMOTT WILL & EMERY LLP 2501 North Harwood Street, Suite 1900 Dallas, Texas 75201

Tel: (214) 210-2821 / Fax: (972) 528-5765

Email: mhelt@mwe.com Email: jagerber@mwe.com

PROPOSED COUNSEL FOR THE DEBTOR AND DEBTOR-IN-POSSESSION

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

	_)	
In re:)	Chapter 11
RED RIVER WASTE SOLUTIONS, LP,1)	Case No. 21-[●] (●)
Debtor.)	
	_)	

LIST OF EQUITY SECURITY HOLDERS AND CORPORATE OWNERSHIP STATEMENT

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following corporate entities directly own 10% or more of Red River Waste Solutions, LP's equity interests.

Equity Holder	Percentage of Total Equity
Red River Service Corporation	51.15%
Weldon James Smith 2012 Trust	11.08%
Jaime Shiloh Jones 2012 Trust	11.08%
Kyle Ann Clayborne 2012 Trust	11.08%

The last four digits of the Debtor's taxpayer identification number are 8719. The Debtor's principal office is located at 4004 East Hwy, 290 West, Dripping Springs, Texas 78620.

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